

**HOPEY'S HEART FOUNDATION – AMATEUR ATHLETIC UNION OF THE UNITED STATES /
MEMBER TEAMS AED PROGRAM
WAIVER & RELEASE**

NOTE: Replace [TEAM] with the actual name of the AAU Member Team

Through the generosity of the Hopey's Heart Foundation (the "Foundation") and Tina Charles (collectively with the Foundation, the "HHF Parties"), ZOLL Medical Corporation ("ZOLL") is able to provide member teams of the Amateur Athletic Union of the United States (the "AAU") with the opportunity to purchase Automated External Defibrillators ("AEDs") at a discounted price. [TEAM] has indicated its desire to purchase an AED (the "Equipment") from ZOLL through this program. As a condition to purchasing such Equipment at the discounted price, and in connection therewith, [TEAM] acknowledges and agrees as follows:

1. TEAM understands, acknowledges and agrees that the HHF Parties are not providing the Equipment or AED program services to or otherwise assuming responsibility for any aspect of TEAM's use, attempted use, or non-use of the Equipment or TEAM's AED program.
2. TEAM understands, acknowledges, and agrees that, to the extent that any manufacturer or distributor provides any training or services in connection with the Equipment, such training and services are in no way associated with or endorsed by the HHF Parties.
3. TEAM assumes sole and exclusive responsibility for all aspects of its use, attempted use, or non-use of the Equipment and the creation, implementation, and operation of all aspects of its AED program.
4. TEAM understands, acknowledges and agrees that the HHF Parties have not and will not be providing it with any medical advice or advice regarding the use of the Equipment or its AED program. TEAM further understands that there may be risks associated with the Equipment and fully accepts such risks. TEAM further acknowledges that the HHF Parties do not recommend or endorse any specific physicians, AED products, procedures, AED program design, opinions, or other information (collectively "Information"), including without limitation, ZOLL, the manufacturer of the Equipment, or Information on the Foundation website, links from the Foundation website, or offered by any person or entity affiliated in any way with the Foundation.
5. TEAM UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ANY EQUIPMENT PURCHASED THROUGH THIS ARRANGEMENT WITH ZOLL, INCLUDING WITHOUT LIMITATION, ZOLL MEDICAL CORPORATION'S AEDS, IS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER WHETHER EXPRESS OR IMPLIED BY THE HHF PARTIES. TEAM FURTHER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THIS ARRANGEMENT DOES NOT CONSTITUTE ANY ENDORSEMENT BY THE HHF PARTIES OF ZOLL MEDICAL CORPORATION, THE QUALITY OF ITS AEDS, OR THEIR FITNESS FOR ANY PURPOSE.

6. TEAM agrees to comply with all applicable laws, regulations, and standards of care governing the placement and use of AEDs in non-medical, school, community center, recreation center and/or other settings.

7. TEAM on behalf of itself and its players, directors, officers, agents, employees, representatives and assigns releases, waives, discharges, and covenants not to sue Tina Charles, the Foundation, or its current and past directors, trustees, officers, agents, affiliates, subsidiaries, employees, representatives, and assigns (collectively referred to as "Releasees") from any and all liability for any loss or damage and any claims or demands on account of any injury (including death) or damage of any kind whatsoever that results from the purchase, use, attempted use, or non-use of the Equipment and/or the operation of TEAM's AED program, whether caused by the negligence of Releasees or otherwise.

8. TEAM agrees to indemnify, save, and hold harmless the Releasees from any injury (including death), loss, liability, damage, or costs, including attorneys' fees, costs of any actual or threatened suit, action complaint or settlement, and any direct, consequential, special, incidental, punitive, or indirect damages of any kind that arise out of or are related to the use, attempted use, or non-use of the Equipment and/or the operation of TEAM's AED program. TEAM acknowledges and agrees that this shall include injury (including death), loss, liability, damage, and costs that result from the use, attempted use, or non-use of the Equipment by any party, including untrained individuals and members of the public unrelated to TEAM.

9. This Waiver & Release shall be interpreted under and governed by the laws of the State of New York, United States, excluding any laws that might direct the application of the laws of another jurisdiction. All disputes shall be resolved exclusively in New York, New York and TEAM consents to such jurisdiction.

The person signing of behalf of TEAM represents and warrants that s/he is duly authorized to act on TEAM's behalf in executing this Waiver & Release.

TEAM [INDICATE NAME]

Signature: _____

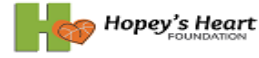
Name: _____

Title: _____

Date: _____



HHF - AAU ORDER FORM



CUSTOMER BILL TO:		CUSTOMER SHIP TO:	
NAME: _____	NAME: _____		
TEAM NAME: _____	TEAM NAME: _____		
ADDRESS: _____	ADDRESS: _____		
CITY: _____	CITY: _____		
STATE: _____ ZIP: _____	STATE: _____ ZIP: _____		
PHONE: _____ FAX: _____	PHONE: _____ FAX: _____		
		Order confirmation e-mail: _____	
		Additional order confirmation aausports@hopeysheart.org	

PURCHASE ORDER INFORMATION	****CUSTOMER REQUIREMENTS:
Purchase Order # _____	HOPEY'S HEART FOUNDATION - AMATEUR ATHLETIC UNION OF THE UNITED STATES/ MEMBER TEAMS AED PROGRAM WAIVER & RELEASE FORM MUST ACCOMPANY ORDER FORM
SPECIAL INSTRUCTIONS:	
Fax Purchase order to: (978) 421-0015 E-mail Purchase Order to: esales@zoll.com	

PAYMENT METHOD	
<input type="checkbox"/> Check	<input type="checkbox"/> Visa/Mastercard
Card #: _____	Exp.Date: _____
Cardholder's Name: _____	

Quantity #	Part Number	Description	Foundation Purchase Price	Total
	8000-004007-01	ZOLL AEDPlus Fully Automatic, CPR-D Padz, batteries, carry case, medical prescription	\$950.00	\$0.00
		Optional:		
	8000-0855	Standard AED Wall Cabinet	\$149.25	\$0.00
	8900-0810-01	Pedi - padz II Pediatric Multi-Function Electrodes	\$95.00	\$0.00
	8900-0800-01	CPR-D padz One Piece Defibrillations and CPR System	\$169.00	\$0.00
	8000-0807-01	Type 123 Lithium Batteries	\$75.00	\$0.00
		Special Foundation purchase price is offered through the Generosity of Hohey's Heart Foundation & ZOLL Medical		
		Ground-Standard Shipping	FREE	\$0.00
		TOTAL		\$0.00

Signature below authorizes product shipment and invoice per the terms of this order. AED's are intended for use by or on order of a physician or persons licensed by state law.

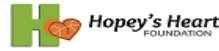
Authorized signature _____	Print Name _____	Date _____
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HOPEY'S HEART FOUNDATION and AMATEUR ATHLETIC UNION DISCLAIMER:

HOPEY'S HEART FOUNDATION AND AMATEUR ATHLETIC UNION IS NOT, AND SHALL NOT BE CONSTRUED TO BE, A MANUFACTURER, A MANUFACTURER'S REPRESENTATIVE OR A DISTRIBUTOR OF ZOLL AUTOMATED EXTERNAL DEFIBRILLATORS OR ANY RELATED ANCILLARY PRODUCTS FOR ANY PURPOSE AND PROVIDES NO WARRANTIES OR GUARANTEES OF ANY KIND FOR SUCH DEVICES. THIS PRODUCT ORDER WORKSHEET IS NOT A BINDING CONTRACT, NOR SHALL IT BE CONSTRUED TO BE A BINDING CONTRACT BETWEEN HOPEY'S HEART FOUNDATION, AMATEUR ATHLETIC UNION AND THE PURCHASER OF THE AUTOMATED EXTERNAL DEFIBRILLATOR. HOPEY'S HEART FOUNDATION AND AMATEUR ATHLETIC UNION SHALL NOT BE CONSTRUED TO HAVE DETERMINED OR CERTIFIED THE SAFE DESIGN, OPERATION, USE OR FUNCTION OF ZOLL AUTOMATED EXTERNAL DEFIBRILLATORS OR ANY RELATED ANCILLARY PRODUCTS OR THAT ZOLL OR PURCHASER IS IN COMPLIANCE WITH ANY LAWS, CODES, OR ORDINANCES.



HHF - AAU ORDER FORM



CUSTOMER BILL TO:		CUSTOMER SHIP TO:	
NAME: _____	NAME: _____		
TEAM NAME: _____	TEAM NAME: _____		
ADDRESS: _____	ADDRESS: _____		
CITY: _____	CITY: _____		
STATE: _____ ZIP: _____	STATE: _____ ZIP: _____		
PHONE: _____ FAX: _____	PHONE: _____ FAX: _____		
		Order confirmation e-mail: _____	
		Additional order confirmation _____	

PURCHASE ORDER INFORMATION	****CUSTOMER REQUIREMENTS:
Purchase Order # _____	HOPEY'S HEART FOUNDATION - AMATEUR ATHLETIC UNION OF THE UNITED STATES/ MEMBER TEAMS AED PROGRAM WAIVER & RELEASE FORM MUST ACCOMPANY ORDER FORM
SPECIAL INSTRUCTIONS:	
Fax Purchase order to: 435.579.2539	
E-mail Purchase Order to: customerservice@statpacks.com	

PAYMENT METHOD	
<input type="checkbox"/> Check	<input type="checkbox"/> Visa/Mastercard
Card #: _____	Exp.Date: _____
Cardholder's Name: _____	

Quantity #	Part Number	Description		Foundation Purchase Price	Total	
0	G35007TK	G3 QUICKLOOK AED BACKPACK BLACK		 AAU LOGO INCLUDED (CHECK FOR YES?) <input type="checkbox"/>	\$145.00	\$0.00
0	G35007BU	G3 QUICKLOOK AED BACKPACK BLUE		 AAU LOGO INCLUDED (CHECK FOR YES?) <input type="checkbox"/>	\$145.00	\$0.00
0	G35007RE	G3 QUICKLOOK AED BACKPACK RED		 AAU LOGO INCLUDED (CHECK FOR YES?) <input type="checkbox"/>	\$145.00	\$0.00
TOTAL					\$0.00	\$0.00

Signature below authorizes product shipment and invoice per the terms of this order.

Authorized signature _____	Print Name _____	Date _____
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